

(3) That the principal, interest, taxes, premium, and costs, of the note, and all other amounts due or to become due under the note, shall be paid by the mortgagor to the mortgagee at the time and place specified in the note, and that the mortgagee may sue for the recovery of such amounts in any court of competent jurisdiction. That it will comply with all relevant laws and regulations of the state in which the property is located.

(4) That the note is a negotiable instrument and payable at the time and place specified in the note, and that the note is subject to transfer by delivery, and that the note is to be held by the court in the event said person dies, is incapacitated, or becomes bankrupt, and that the note is to be held by the court in the event said person is adjudged to be incompetent, and that the note is to be held by the court in the event said person is deceased, and that the note is to be held by the court in the event said person is adjudged to be incompetent, and that the note is to be held by the court in the event said person is deceased, and that the note is to be held by the court in the event said person is adjudged to be incompetent, and that the note is to be held by the court in the event said person is deceased.

(5) That if there is a default in any of the terms, conditions, covenants or stipulations of this mortgage, or if the title to the Mortgaged, all sums then owing to the Mortgagee by the Mortgagor shall be due and payable, and the mortgagee may foreclose. Should any legal proceedings be instituted for the foreclosure of this mortgage, it should be held the Mortgagee becomes a party thereto, holding the Mortgage or the title to the premises described herein, or should the debt secured hereby, or any part thereof, be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately on demand, at the option of the Mortgagee, or a part of the debt secured hereby, and shall be recovered and collected hereunder.

(6) That the Mortgagee shall hold and enjoy the premises above described until there is a default under this mortgage, or if the note so provided thereby. It is the true meaning of this instrument that if the Mortgagee shall fail to perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly void and void, otherwise to remain in full force and effect.

(7) That the covenants herein contained shall bind, and the heirs and assigns of each party to the respective notes, except as to the rights and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(8) If the mortgagor should convey the property or any interest therein to any other party without the written consent from the mortgagee, or should a creditor, receiver, or trustee in bankruptcy obtain an interest in the property or should any party obtain an interest by attachment or any means other than inheritance for a life, or should the mortgagee be made a party to any action involving the title to the mortgaged premises of which might affect the security interest of the mortgagee, then the entire principal, balance with interest and service charge accrued thereon shall become immediately due and payable at the option of the mortgagee.

(9) Mortgagor shall be entitled to receive any sum which have been or may be awarded to mortgagee for the condemnation of the premises or any part thereof for public use and sum which may be awarded therefor, and damages caused by public works or construction or use of or near the premises. All such proceeds and awards are hereby assigned to mortgagee, and that the same when received by mortgagee agrees to receipt, execute and deliver any additional assignments or documents which may be necessary from time to time to enable mortgagee, at the option, to collect and receipt for same. Unless otherwise agreed, any sum received by mortgagor under the provisions of this paragraph shall be applied to the payment of principal, whether then matured or not, in the order of the matures.

(10) If mortgagor fails to pay any amount of principal, interest or other amount due on the note or mortgage, when the same becomes due, the mortgagee may pay the same, and mortgagor on demand will repay the amount so paid with interest thereon at the rate set forth on the note, and the same shall be added to the mortgage indebtedness and be secured by this instrument.

WITNESS the Mortgagor's hand and seal the 16th day of January 1979

SIGNED, sealed and delivered in the presence of:

Carl S. Neely  
Rachel S. Neely  
0360  
COUNTY OF GREENVILLE }

STATE  
OF SOUTH CAROLINA  
CONTRIBUTORY  
CARL S. NEELY AND RACHEL S. NEELY  
RECEIVED

Attest: I, the undersigned, being a Notary Public in the State of South Carolina, do hereby attest and declare that the above named mortgagee, is duly qualified and authorized to act as Notary Public in the State of South Carolina, and that the instrument above witnessed the execution thereof.

SWORN to before me on the 16th day of January 1979

The undersigned  
Notary Public for the State of South Carolina  
My Commission Expires 5-4-84

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE }

RECORDED IN THE CLERK'S OFFICE

I, the undersigned Notary Public for the State of South Carolina, do hereby attest and declare that the undersigned is duly qualified and authorized to act as Notary Public in the State of South Carolina, and that the instrument above witnessed the execution thereof.

Clerk's Office of the County of Greenville

16th day of January 1979  
The undersigned  
Notary Public for the State of South Carolina  
My Commission Expires 5-4-84

Rachel S. Neely

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